

# FORM LM-10 EMPLOYER REPORT

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires 08-31-2016

For Official Use Only

MAR 12 2015

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT

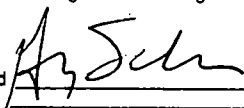
Part A

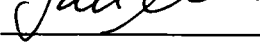
580056

1. File Number E-166314	2. Fiscal Year Covered From: 01/01/2014 Through: 12/31/2014
3. Name and address of Reporting Employer (inc. trade name, if any). Employer ABB Inc. Trade Name Attention To Richard D Porter Title Counsel-Employment & Labor Law Dept Mailing Address P.O. Box, Bldg., Room No., if any Street 29801 Euclid Avenue City Wickliffe State Ohio ZIP Code + 4 44092	4. Name and address of President or corresponding principal officer, if different from address in Item 3. Name Greg Scheu P.O. Box, Building and Room Number, If any ABB Inc. Street 12040 Regency Parkway City Cary State North Carolina ZIP Code + 4 27518
5. Any other address where records necessary to verify this report will be available for examination. Name Title Organization P.O. Box, Building and Room Number, If any Street City State ZIP Code + 4	6. Indicate by checking the appropriate box or boxes where records necessary to verify this report will be available for examination. <input checked="" type="checkbox"/> Address in Item 3 <input type="checkbox"/> Address in Item 4 <input type="checkbox"/> Address in Item 5
7. Type of organization. <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other (specify)	

## Signatures

Each of the undersigned, duly authorized officers of the above employer declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VIII on penalties in the instructions.)

13. Signed   
Title Other (Specify)  
Greg Scheu, Region Mgr, North America  
On 03/06/2015 919-829-4400  
Date Telephone Number

14. Signed   
Title Other (Specify)  
Jan Alde, CFO, North America  
On 3/2/2015 919-807-5713  
Date Telephone Number

## Part A, Continued

Name of Reporting Employer: ABB Inc.

File Number E-

## 8. Type of Reportable Activity Engaged In By Employer

Read the following questions and the accompanying instructions carefully, taking into consideration the exclusions listed in the instructions for these items, and check either "Yes" or "No" for each item. For each item that is answered "Yes", you must attach a Part B which appears on Page 3. Complete a separate Part B for each "Yes" answer to any of Items 8.a. through 8.f. Also, if the answer is "Yes" for more than one person or organization, complete a separate Part B for each person or organization. If you answer "Yes", enter the number of Part Bs that are submitted for that item in the line indicated.

## DURING THE FISCAL YEAR COVERED BY THIS REPORT:

- |   | YES                                 | NO                                  | If "Yes", number<br>of Part Bs<br>attached |
|---|-------------------------------------|-------------------------------------|--|
| 8.a. Did you make or promise or agree to make, directly or indirectly, any payment or loan of money or other thing of value (including reimbursed expenses) to any labor organization or to any officer, agent, shop steward, or other representative or employee of any labor organization?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 0  |
| 8.b. Did you make, directly or indirectly, any payment (including reimbursed expenses) to any of your employees, or to any group or committee of your employees, for the purpose of causing them to persuade other employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing without previously or at the same time disclosing such payment to all such other employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 0  |
| 8.c. Did you make any expenditure where an object thereof, directly or indirectly, was to interfere with, restrain, or coerce employees in the right to organize and bargain collectively through representatives of their own choosing?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 0  |
| 8.d. Did you make any expenditure where an object thereof, directly or indirectly, was to obtain information concerning the activities of employees or of a labor organization in connection with a labor dispute in which you were involved?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 0  |
| 8.e. Did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to persuade employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing; or did you make any payment (including reimbursed expenses) pursuant to such an agreement or arrangement? | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1  |
| 8.f. Did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to furnish you with information concerning activities of employees or of a labor organization in connection with a labor dispute in which you were involved; or did you make any payment pursuant to such agreement or arrangement?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 0  |

TOTAL NUMBER OF PART Bs FOR THIS REPORT IS 1

## Part B

Name of Reporting Employer: ABB Inc.	File Number E-
--------------------------------------	----------------

Check Item Number (from Page 2) to which this Part B applies	ITEM 8.a <input type="checkbox"/>	ITEM 8.b <input type="checkbox"/>	ITEM 8.c <input type="checkbox"/>	ITEM 8.d <input type="checkbox"/>	ITEM 8.e <input checked="" type="checkbox"/>	ITEM 8.f <input type="checkbox"/>
--	-----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	--	-----------------------------------

<p>9.a. <input type="checkbox"/> Agreement <input type="checkbox"/> Payment <input checked="" type="checkbox"/> Both</p> <p>9.b. Name and address of person with whom or through whom a separate agreement was made or to whom payments were made.</p> <p>Name <input type="text" value="James"/> <input type="text" value="Teague"/></p> <p>P.O. Box, Building and Room Number, if any <input type="text" value="International Labor Relations"/></p> <p>Street <input type="text" value="8086 South Yale Avenue, Suite 225"/></p> <p>City <input type="text" value="Tulsa"/></p> <p>State <input type="text" value="Oklahoma"/> ZIP Code + 4 <input type="text" value="74136"/></p> <p>10.a. Date of the promise, agreement, or arrangement pursuant to which payments or expenditures were agreed to or made.</p> <p><input type="text" value="May 27, 2014"/></p>	<p>9.c. Position in labor organization or with employer (if an independent labor consultant, so state). <input type="text" value="Independent Labor Consultant"/></p> <p>9.d. Name and address of firm or labor organization with whom employed or affiliated.</p> <p>Organization <input type="text" value="International Labor Relations"/></p> <p>P.O. Box, Building and Room Number, if any <input type="text" value="Corporate Headquarters"/></p> <p>Street <input type="text" value="8086 South Yale Avenue, Suite 225"/></p> <p>City <input type="text" value="Tulsa"/></p> <p>State <input type="text" value="Oklahoma"/> ZIP Code + 4 <input type="text" value="74136"/></p> <p>10.b. The promise, agreement, or arrangement was:</p> <p><input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written* <input type="checkbox"/> Both</p> <p>(*Written agreements entered into during the fiscal year must be attached.)</p>																
<p>11.a. Date of each payment or expenditure ( mm/dd/yyyy ).</p> <table border="1" style="width: 100%;"> <tr><td><input type="text" value="06/13/2014"/></td></tr> <tr><td><input type="text" value="08/05/2014"/></td></tr> <tr><td><input type="text" value="08/12/2014"/></td></tr> <tr><td><input type="text" value="10/08/2014"/></td></tr> <tr><td><input type="text"/></td></tr> </table>	<input type="text" value="06/13/2014"/>	<input type="text" value="08/05/2014"/>	<input type="text" value="08/12/2014"/>	<input type="text" value="10/08/2014"/>	<input type="text"/>	<p>11.b. Amount of each payment or expenditure</p> <table border="1" style="width: 100%;"> <tr><td><input type="text" value="37,500"/></td></tr> <tr><td><input type="text" value="1,474"/></td></tr> <tr><td><input type="text" value="37,500"/></td></tr> <tr><td><input type="text" value="13,960"/></td></tr> <tr><td><input type="text"/></td></tr> </table>	<input type="text" value="37,500"/>	<input type="text" value="1,474"/>	<input type="text" value="37,500"/>	<input type="text" value="13,960"/>	<input type="text"/>	<p>11.c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)</p> <table border="1" style="width: 100%;"> <tr><td><input type="text" value="Check payment for Initial Retainer"/></td></tr> <tr><td><input type="text" value="Check Payment for Expenses"/></td></tr> <tr><td><input type="text" value="Check payment for Performance Bonus"/></td></tr> <tr><td><input type="text" value="Check payment for Expenses"/></td></tr> <tr><td><input type="text"/></td></tr> </table>	<input type="text" value="Check payment for Initial Retainer"/>	<input type="text" value="Check Payment for Expenses"/>	<input type="text" value="Check payment for Performance Bonus"/>	<input type="text" value="Check payment for Expenses"/>	<input type="text"/>
<input type="text" value="06/13/2014"/>																	
<input type="text" value="08/05/2014"/>																	
<input type="text" value="08/12/2014"/>																	
<input type="text" value="10/08/2014"/>																	
<input type="text"/>																	
<input type="text" value="37,500"/>																	
<input type="text" value="1,474"/>																	
<input type="text" value="37,500"/>																	
<input type="text" value="13,960"/>																	
<input type="text"/>																	
<input type="text" value="Check payment for Initial Retainer"/>																	
<input type="text" value="Check Payment for Expenses"/>																	
<input type="text" value="Check payment for Performance Bonus"/>																	
<input type="text" value="Check payment for Expenses"/>																	
<input type="text"/>																	
<p>12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made.</p> <div style="border: 1px solid black; padding: 10px; min-height: 150px;"> <p>Consultation services provided by contractor per the attached Agreement. Explanation for each payment listed above in 11.c.</p> </div>																	



# International Labor Relations

Hawaii ✦ Los Angeles ✦ San Francisco ✦ San Diego ✦ Tulsa ✦ Chicago ✦ New York ✦ Guam

## Campaign Consulting

### International Labor Relations

Corporate Headquarters  
8086 South Yale Avenue Suite 225  
Tulsa, OK 74136

**Toll Free:** (800) 555-7509  
**Direct:** (918) 633-6640

Date: May 27, 2014

Via Email: rich.d.porter@us.abb.com

Rich Porter  
General Counsel  
ABB Corporation  
4350 Semple Avenue  
Saint Louis, MO 63120  
Office: 440.585.8754

RE: ABB Corporation ~ Campaign Consulting  
Petition #14-RC-129207 filed on May 23, 2014 by the International  
Brotherhood of Electrical Workers Local 1

### **SITUATION ASSESSMENT:**

This Engagement Letter outlines the terms of complete and comprehensive Consulting services to combat the organizing drive launched against ABB Corporation, or "Company". The International Brotherhood of Electrical Workers Local 1, the "Union", has presumably more than 50% of the unit who have signed Authorization Cards purporting to authorize the Union to act as their exclusive representative for collective bargaining wages, hours and working conditions.

Petition #14-RC-129207 dated May 23, 2014, has been filed with the NLRB Regional Director requesting that a vote be scheduled on the merits of the petition and an election is forthcoming.

A systematic, organized counter-campaign will be implemented to secure an election win. All executives, managers and supervisors must be thoroughly trained in what can be said and not said during a campaign to avoid unfair labor practice charges that could void or reverse a positive election outcome.

*Time is of the essence in commencing work on behalf of the Company. Any delay is injurious to the Company's chances of successfully winning the election.*



# International Labor Relations

Hawaii ♦ Los Angeles ♦ San Francisco ♦ San Diego ♦ Tulsa ♦ Chicago ♦ New York ♦ Guam

## Campaign Consulting

### International Labor Relations

Corporate Headquarters  
8086 South Yale Avenue Suite 225  
Tulsa, OK 74136

**Toll Free:** (800) 555-7509  
**Direct:** (918) 633-6640

### OBJECTIVES:

- ☼ Our objectives for this campaign include conducting a thorough assessment as to the local management and conditions that led to the organizing effort.
- ☼ Training local management in the operation of the National Labor Relations Act including formation of the Company's Union-free philosophy statement, the enforcement of no-solicitation, no-distribution policies, a full understanding of the actual Union Organizing Plan, and an understanding of the use and misuse of Union Authorization Cards.
- ☼ Management's knowledge of what they can say during the Union campaign including disadvantages of Union representation from the viewpoint of the Company Services and the Company employees. A thorough understanding of the facts involving collective bargaining, strikes, Union fines against members, and obligations owed by employees to the Union.
- ☼ An understanding of what the supervisor can do during the organizing campaign. A thorough understanding of the TIPS rules including common questions that employees ask supervisors during a campaign and desired responses.
- ☼ Supervisor/employee role-playing scenarios involving common situations that occur during Union organizing campaigns.
- ☼ Development of a campaign calendar that outlines what should happen in countering the Union organizing effort on a daily basis. This includes development of management and supervisor speeches and talks, hand-outs that can be utilized, posters that can be posted, and legally compliant anti-Union material that can be distributed to all eligible voters.
- ☼ Systematic captive audience meetings with all supervisors and voting employees on a weekly basis, with distribution of appropriate handouts in English or any other applicable language.



# International Labor Relations

Hawaii ♦ Los Angeles ♦ San Francisco ♦ San Diego ♦ Tulsa ♦ Chicago ♦ New York ♦ Guam

## Campaign Consulting

### International Labor Relations

Corporate Headquarters  
8086 South Yale Avenue Suite 225  
Tulsa, OK 74136

**Toll Free:** (800) 555-7509  
**Direct:** (918) 633-6640

### MEASURES OF SUCCESS:

- ☀ Our metrics will include obtaining the most effective and appropriate bargaining unit and election scenario that improves the likelihood of an effective winning campaign.
- ☀ Winning the election while avoiding all unfair labor practice charges.

### VALUE TO THE ORGANIZATION:

- ☀ The value to the organization will include permitting the Company to continue to operate without the necessity of bargaining with the Union over wages, benefits, hours and working conditions.
- ☀ Proactively identifying those factors and conditions by department that contribute to low employee morale and disaffection.
- ☀ One-on-one discussions with each manager and supervisor to localize issues that demand attention and possible correction during the election and following the election. Reporting to senior management about the strengths and weaknesses in the organization that require immediate intervention and corrective action to minimize the likelihood of future Union encroachment.

### TERMS AND CONDITIONS:

**Fees:** The fee for a Partial Guarantee Win is a retainer of \$37,500.00 for two (2) Campaign Consultants (plus expenses and travel days) for up to 25 days, plus a performance bonus of \$37,500.00 in the event of a petition withdrawal prior to the election or a win on the date of the election. Thus, the Partial Guarantee Project Price is \$75,000.00 upon a win or union petition withdrawal (plus expenses and travel days), with half the project price, \$37,500.00 at risk to International Labor Relations.

This agreement includes two (2) Consultants for up to 25 days of Campaign Consulting including travel days. Should additional days of Management Consulting be requested by the Company, it is understood those additional calendar days plus travel days will be billed at \$1,500.00 per day per Consultant and are not subject to the partial guarantee. For purposes of this



# International Labor Relations

Hawaii ♦ Los Angeles ♦ San Francisco ♦ San Diego ♦ Tulsa ♦ Chicago ♦ New York ♦ Guam

## Campaign Consulting

### International Labor Relations

Corporate Headquarters  
8086 South Yale Avenue Suite 225  
Tulsa, OK 74136

**Toll Free:** (800) 555-7509  
**Direct:** (918) 633-6640

proposal/letter of engagement a consulting day means each calendar day worked and travel days by each additional individual Consultant.

This agreement covers consulting up to and including the initial election dates directed or stipulated to by the Company and the Union. For purposes of this agreement, an 'election win' is defined as a withdrawal of the petition or a win at the ballot box. An election loss is defined as a certification by the NLRB that the Union was selected as representative of your employees.

Company shall provide air travel, rental car, hotel accommodations, meals, and reasonable business expenses as set forth below to Consultants through direct billing to Company and are not subject to the guarantee.

### **PAYMENT TERMS:**

**Initial Retainer:** A \$37,500.00 retainer is required upon commencement of services.

Payment of Consultant Advanced Expenses, additional Management Consulting days, and travel days to be delivered in an electronic format, is expected upon delivery throughout the campaign for additional Management Consulting.

**Expenses:** All airfare, hotel, and rental car will be direct billed and paid for by the Company. Non-direct billed expenses will be billed as incurred by International Labor Relations and are due upon presentation of Expense Reports. Expenses may include unpaid transportation (air, rental car, taxi, parking, etc.), lodging expenses, food, and other reasonable business expenses.

**Performance Bonus:** In the event the Union withdraws its Petition prior to the election or receives less than a majority of the votes on the date of the election, International Labor Relations will receive a performance bonus of \$37,500.00 within seven days of the petition withdrawal or the election win.

### **AGREEMENT TERMS:**

**Copyright:** It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for



# International Labor Relations

Hawaii ✦ Los Angeles ✦ San Francisco ✦ San Diego ✦ Tulsa ✦ Chicago ✦ New York ✦ Guam

## Campaign Consulting

### International Labor Relations

Corporate Headquarters  
8086 South Yale Avenue Suite 225  
Tulsa, OK 74136

**Toll Free:** (800) 555-7509  
**Direct:** (918) 633-6640

the unauthorized reproduction, distribution or exhibition of protected products. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

### **U.S. Department of Labor Reporting Requirements:**

You further acknowledge that no representation by International Labor Relations or its representatives were relied on by you or any member of your Company in entering this agreement, and that this document represents the full understanding of the parties. You acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company criminal penalties.

### **Arbitration:**

Commencement of services, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.





# International Labor Relations

Hawaii ✦ Los Angeles ✦ San Francisco ✦ San Diego ✦ Tulsa ✦ Chicago ✦ New York ✦ Guam

## Campaign Consulting

### International Labor Relations

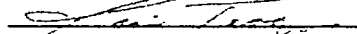
Corporate Headquarters  
8086 South Yale Avenue Suite 225  
Tulsa, OK 74136

**Toll Free:** (800) 555-7509  
**Direct:** (918) 633-6640

**ACCEPTANCE:** Your signature below indicates acceptance of the terms and this proposal. In the event this Agreement is unsigned by Company, work commenced by Consultant on behalf of Company shall constitute acceptance by Company of all terms and conditions stated herein.

For Consultant:  
International Labor Relations

For Company:  
ABB Corporation

Signature:   
Printed Name: JIM TEAGUE

On this day of: May 27, 2014  
Jim Teague  
President & CEO  
International Labor Relations

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

On this day of: \_\_\_\_\_

Rich Porter  
General Counsel  
ABB Corporation